



THE J.M. SMUCKER Co

ADDENDUM FOR ONSITE ACCESS

THIS ADDENDUM FOR ONSITE ACCESS (this “**Addendum**”) to the Agreement is entered into as of the Effective Date between Smucker and Service Provider.

1. DEFINITIONS. Unless otherwise defined in the Agreement, the following terms will have the following meaning in this Addendum:

“Agreement” means the services agreement, staffing agreement, purchase order, statement of work, or other documents between Smucker and Service Provider governing the provision of Services.

“Assumed Positive” case of COVID-19 is considered: (1) having all three hallmark symptoms of COVID-19, inclusive of fever of 100.4F+; AND cough; AND shortness of breath or difficulty breathing; OR (2) new onset of loss of sense of taste or smell.

“Claims” means demands, causes of action or other claims and the related damages, losses or expenses that arise or are alleged to have arisen from any infection, illness, or bodily injury related to COVID-19.

“Effective Date” is the date of the purchase order covering the Services.

“Exposure” or “Exposed” means physical contact with an infected person (e.g., hand shaking); close contact – defined as being with approximately 6 feet for a prolonged period (for Smucker purposes, 5+ minutes); direct contact with infectious secretions of a COVID-19 case (e.g., being coughed on).

“Services” means the services provided by Service Provider as described in the Agreement, including Services performed by Service Provider Personnel at a Facility.

“Service Provider” means the entity identified in the Agreement or the last page of this Addendum.

“Smucker” means The J. M. Smucker Company or its designated subsidiary or affiliate as specified in the Agreement.

“Facility” means the Smucker manufacturing, distribution, office, or other Smucker owned or operated location where Services will be performed.

“Parties” means Service Provider and Smucker collectively, and each individually a Party.

“Personnel” in the case of Service Provider, means any employees, agents, contractors, subcontractors, or other party or individual performing any portion of the Services on behalf of, or at the direction of the Service Provider, and in the case of Smucker, its employees.

2. COVID-19 PRECAUTIONS. To help prevent the spread of COVID-19 and reduce the risk of exposure, Smucker has adopted various prevention and mitigation measures at each of its Facilities based on guidance from various sources including the Centers for Disease Control, World Health Organization, and state and local health departments. In addition, Smucker has adopted the safety measures described below (“Precautions”), which Service Provider agrees to adhere to where applicable to the Services or Service Provider Personnel’s access to any Facility.

- (a) COVID-19 Symptoms or Exposure.
- i. Service Provider will not assign any Service Provider Personnel who, within the preceding 14 days, has been (i) diagnosed with COVID-19 (a “Confirmed Positive”); (ii) is Assumed Positive for COVID-19, or (iii) has been Exposed to a Confirmed or Assumed Positive individual.
 - ii. If any Service Provider Personnel reports to work with or experiences COVID-19 like symptoms (which can include, without limitation, fever of 100.4+ F, cough, shortness of breath or difficulty breathing or new onset of loss of taste or smell) while at a Facility, they are expected to notify Smucker, will be separated from others and will be asked to leave. Service Provider Personnel who meet any of the above criteria will be required to complete a return to work evaluation in accordance with Smucker requirements before returning to a Facility.
 - iii. If a Service Provider Personnel is Exposed to a confirmed or Assumed Positive case at a Facility, Service Provider and the Service Provider Personnel will be made aware of such exposure and required to quarantine away from the Facility for a minimum of 14 calendar days in accordance with Smucker protocol.
 - iv. Service Provider will likewise notify Smucker if any Service Provider Personnel has been confirmed or Assumed Positive for COVID-19 and has been at a Facility in the 14 calendar days prior to the onset of symptoms/test confirmation.
 - v. Smucker conducts contact tracing and places Personnel on secondary quarantine in the event of Exposure.
- (b) Smucker has instituted the following Precautions at its Facilities:
- i. Review for Symptoms—Before being permitted to enter a Facility, all individuals must complete a COVID-19 symptom review and undergo a temperature screening. Any individual with a temperature of 100.4° F or greater will not be allowed access to the Facility.
 - ii. Training—Smucker has provided COVID-19 training to employees to ensure everyone understands their responsibility to contribute to a safe workplace.
 - iii. Personal Protective Equipment—In those geographies where face coverings have been mandated, individuals wear approved face coverings at all times while in a Facility except when alone in a private office or room. In other geographies, individuals may be required to wear personal protective equipment as directed by the specific requirements in place at each Facility.
 - iv. Physical Distancing—All individuals are expected to practice physical distancing while on-site. Common areas where shared refrigerators, coffee makers, and microwaves are located have been closed to reduce the risk for indirect person to person contact. Smucker meeting rooms, common areas, breakrooms, locker rooms, etc. have been modified to help everyone maintain a six-foot distance from one another. In addition, Smucker has removed tables and chairs, added floor markings, limited the number of people in specific areas, added physical barriers where practical, and posted reminder postings throughout each Facility. Where close proximity is a necessity, individuals must follow Smucker protocols to ensure risks are minimized as those tasks are completed.
 - v. Sanitation—Smucker conducts regular deep sanitation at each Facility and has increased sanitization of common areas including door handles, touchscreens, keyboards, etc. In the event of a Confirmed or Assumed Positive case at a Facility, Smucker has additional sanitation procedures in accordance with CDC guidelines.
 - vi. Hygiene—Individuals must adhere to strict standards of hygiene, including regular hand washing, sanitizing of personal spaces, and use of hand sanitizer. Smucker provides facilities and supplies for this purpose at each Facility.
- (c) Service Provider Precautions.
- i. Service Provider will ensure that Service Provider Personnel comply with any Precaution applicable to the Services or Services Provider Personnel while at a Facility, including those Precautions specified in this Addendum, provided in writing to Service Provider, or posted at a Facility.
 - ii. Service Provider will only assign Service Provider Personnel to a Facility who have a need to be onsite to perform the Services.

- iii. Service Provider Personnel should conduct a self-check for fever prior to coming to a Facility.
- iv. Where applicable, Service Provider Personnel must complete any required training on Smucker's safety expectations and acknowledge that they have, and will continue to, adhere to these expectations.

(d) As Smucker learns more about COVID-19, these Precautions may be adjusted in Smucker's discretion and communicated to Service Provider in writing or electronically.

3. COMPLIANCE. Service Provider will comply with all applicable laws, regulations, requirements and best practices issued by federal, state and local governmental authorities with jurisdiction over the Service Provider, Services, or activities at a Facility. Additionally, Service Provider will ensure that Service Provider Personnel (i) are aware of the Precautions and (ii) strictly adhere to these in the performance of any Services at a Facility. Service Provider Personnel who do not adhere to these expectations may be asked to leave the Facility and may be prohibited from entering any Facility in the future. In the event of multiple violations of these Precautions, Smucker may suspend the Services or terminate the Agreement, in each case, at Service Provider's cost and without penalty to Smucker.

4. DISCLAIMER AND INDEMNITY. Each Party will be responsible for any Claims sustained or alleged by its Personnel. In addition, each Party (an "Indemnitor") will defend, indemnify and hold the other Party and its subsidiaries and affiliates and their respective officers, directors, employees, agents and representatives (collectively, the "Indemnitee") harmless from and against all Claims of Indemnitor's Personnel. The foregoing disclaimer and indemnity will not apply to Claims caused solely by the gross negligence, intentional, willful, or wanton misconduct of the other Party or its Personnel. The Indemnitee will cooperate and comply with all reasonable requests that the Indemnitor may make in connection with the defense and settlement of a Claim. Indemnitor's indemnification obligation to Indemnitee will not be limited by applicable Workers' Compensation laws, including any exclusive remedy and/or employees' immunity provisions of those laws.

5. MISCELLANEOUS. This Addendum will commence as of the Effective Date and will remain in effect until all Services to be provided under the Agreement are completed, or until the expiration or termination of the Agreement. In the event of a conflict between this Addendum and the Agreement, this Addendum will control with respect to the subject matter herein. If any provision of this Addendum is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired. The failure of either Party at any time to require performance by the other of any provision of this Addendum will in no way affect that Party's right to enforce such provision, nor will the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision. This Addendum will not create any right in or obligation to any third party. The completion or termination of this Addendum will not affect any rights or obligations, which by their nature must continue to have effect after such completion or termination.